

## LICENSE AGREEMENT FOR COPYRIGHTED VIDEO

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Jews for the Preservation of Firearms Ownership (“Licensor”) and \_\_\_\_\_ (“Licensee”, and collectively, the “Parties”).

WHEREAS, Licensor is the copyright holder and owner of all proprietary interest in “The Gang” (the “Material”).

AND WHEREAS, Licensor wishes to permit Licensee to show the Material for theatrical showing in the course of fundraising, under the terms set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration set forth herein, the Parties agree as follows:

### 1. Grant of License.

Licensor hereby grants to Licensee a nonexclusive and nontransferable license to use the Material for theatrical showing, only for the purpose of fundraising.

Licensee shall be responsible for renting the theater or other area where the material will be shown, and paying all expenses involved in its showing, and for collecting donations.

Licensor shall remain the sole owner of the copyright in the Material. Licensee shall enjoy only the rights set forth above, and nothing in this Agreement shall entitle Licensee to make any claim to ownership of the copyright in the Material. Licensee may not make any other use of the Material other than those authorized above without prior written approval from Licensor.

If Licensor has provided Licensee with a special version of the material, licensee shall return it within ten days of the last showing or the end of the term, whichever comes first.

### 2. Term.

The term of this Agreement shall begin on the date written above and shall continue in full force and effect for a period of \_\_\_\_\_ days (the “Term”), unless Licensee materially breaches a material provision, term, or condition under this Agreement.

### 3. Royalties.

- a. Licensee shall collect contributions or ticket fees. Licensee shall be entitled to retain that portion of these that equals Licensee’s expenses for theater or viewing area rental, audiovisual equipment rental, and advertising. Any remaining sum will be divided equally between licensee and licensor.

- b. Licensee shall within 10 days of the last showing of the Material, or end of the Term, whichever comes first, provide licensor with an accounting of the above sums, and payment due.
- c. Upon request, Licensor shall be given access by Licensee to Licensee's records reflecting the accounting set forth above..

4. Licensor's Representations and Warranties.

Licensor represents and warrants that it is the sole and exclusive owner of the copyright in the Material, and owns all right, title and interest in the Material. Licensor represents and warrants that it has the legal authority to grant Licensee the License, and that no other person or entity is required to give its consent for the License to be valid.

5. Licensee's Representations and Warrantees.

Licensee represents and warrants that it will not permit anyone to copy the Material, and will prevent copies being made by videotaping or audiotaping during the exhibition of the Material, and will not show the Material on cable television. If a special version of the Material has been provided, Licensee will promptly return it to Licensor after the display of the Material.

6. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

7. Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**LICENSOR**

**LICENSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name